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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ ARB.P. 877/2025 & I.A. 14881/2025, I.A. 25414/2025

M/S HARCHARAN DASS GUPTA

.....Petitioner

Through: Ms. Renuka Arora, Advocate

versus

WAPCOS LIMITED & ANR.

.....Respondents

Through: Ms. Saumya Tandon, CGSC with Mr.
Gaurav Singh Sengor, Advocate for
R-2.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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31.10.2025

1. The present petition has been filed under Section 11(6) of the Arbitration & Conciliation Act, 1996 seeking appointment of an Arbitrator in terms of Arbitration Clause contained in Agreement entered into between the Petitioner and Respondent No.1.
2. Material on record indicates that Respondent No.1 invited bids for Construction of Residential Quarters (Type-II/56 Nos., Type-III/16 Nos., Type-IV/8 Nos., Type-V/3 Nos.) for Central Training College of Indo-Tibetan Police (ITBP), which is Respondent No.2 herein at Alwar, Rajasthan.
3. Disputes have arisen between the Parties regarding completion of the projects and payment of amounts by WAPCOS, which is the Respondent No.1 herein.
4. In the instant Petition, the Petitioner has also impleaded the ITBP, stating that the work was to be executed in pursuance of an agreement entered into between WAPCOS and ITBP, wherein ITBP had entrusted the



work to WAPCOS for inviting bids and to ensure that the construction work takes places.

5. Notice in the present petition was issued on 01.07.2025.

6. Respondent No.1 & 2 have been served. There is no appearance on behalf of Respondent No.1. Respondent No.2 has filed its counter opposing the petition.

7. Learned Counsel for the Petitioner strenuously contends that the contract between the Respondent No.2 and Respondent No.1 and that between the Petitioner and Respondent No.1 are so intrinsically connected that both the Respondents are necessary and proper parties to the arbitration proceedings.

8. Learned Counsel for Respondent No.2 has vehemently opposed the present Petition on the ground that since Respondent No.2 was not a signatory to the agreement between the Petitioner and Respondent No.1, it cannot be coerced into arbitrating, nor should it have been made a party to the present Petition.

9. Learned Counsel for the Petitioner places reliance on a judgment of the Apex Court in Cox and Kings Ltd. vs. SAP India Pvt. Ltd. and Another, **2023 SCC OnLine SC 1634** and a Judgment dated 27.05.2023 passed by a Coordinate Bench of this Court in Paradise Plastics Enterprises Limited v. JRG Automotive Industries India Private Limited & Ors. **ARB.P. 655/2025**. The judgment in Cox and Kings (supra) and Paradise Plastics (supra), do not apply to the facts of this case as this case does not deal with 'Group of Companies' doctrine. There is nothing on record to show that the terms of the agreement between the Petitioner and Respondent No.1 can be intrinsically read as an agreement between Respondent No.1 and Respondent No.2 and that Respondent No.2 was associated with drafting of the agreement with Respondent No.1 and the Petitioner.



10. Material on record indicates that a valid Arbitration Clause exists in the agreement entered into between the Petitioner and the Respondent No.1. Clause 25 of the Agreement contains the resolution mechanism.

11. In view of the fact that the arbitration agreement is primarily between the Petitioner and the Respondent No.1, this Court is inclined to appoint an Arbitrator to adjudicate the dispute arisen between the Petitioner and the Respondent No.1.

12. If the Petitioner is of the opinion that the Respondent No.2 is a necessary party for a resolution of the disputes, then it is open for the Petitioner to file an application under Order I Rule 10 CPC before the Arbitrator and it is for the Arbitrator to take a decision whether Respondent No.2 would be a necessary and proper party for adjudication of the claims.

13. Without expressing any opinion on this issue, this Court is inclined to appoint an Arbitrator in terms of the agreement between the Petitioner and the Respondent No.1.

14. Since similar issues have been adjudicated by Ms. Ruchi Agnihotri, Advocate, (Mobile No. 9873691920), therefore, this Court appoints Ms. Ruchi Agnihotri to adjudicate the dispute between the Petitioner and the Respondent No.1.

15. With the above observations, the Petition is disposed of along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

OCTOBER 31, 2025

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